

**HIGHPOINTE AT RIPPON LANDING CONDOMINIUM  
UNIT OWNERS' ASSOCIATION RESOLUTION NO. 2023-1  
REGARDING ALTERATION OF UNIT FLOORING**

**WHEREAS**, Article 3, Section 3.1 of the Bylaws provides, in part, that the Board of Directors of Highpointe at Rippon Landing Condominium Unit Owners Association (“Association”) shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association; and

**WHEREAS**, Article 9, Section 9.1 of the Bylaws provides that each unit owner shall be governed by, and shall comply with, all of the terms of the Condominium Act, condominium instruments and rules and regulations, as any of the same may be amended from time to time; and

**WHEREAS**, Article 9, Section 9.1(a) of the Bylaws provides that any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Condominium Act, the condominium instruments and the rules and regulations by any unit owner (or any member of such unit owner’s household or such unit owner’s guests, invitees, tenants, agents or employees) may be assessed against such unit owner’s unit; and

**WHEREAS**, Article 9, Section 9.1 (e) of the Bylaws provides that the violation of any of the rules and regulations adopted by the Board of Directors, the breach of any provision of the condominium instruments or the Condominium Act shall give the Board of Directors the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such breach; and

**WHEREAS**, Article 9, Section 9.1 (f) of the Bylaws provides that failure to comply with any of the terms of the condominium instruments and the rules and regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, and any other relief provided for in the Bylaws; and

**WHEREAS**, Article 9, Section 9.1 (g) of the Bylaws provides that the Board of Directors or the Covenants Committee may levy reasonable charges against unit owners for violations of the Virginia Condominium Act, the condominium instruments or the rules and regulations by the unit owner, the members of such unit owner’s household, or such unit owner’s guests, invitees, tenants, agents or employees; and

**WHEREAS**, Article 9, Section 9.1 (g) of the Bylaws provides that if a unit owner requests in writing a hearing before the charge is imposed, the imposition of the charge shall be suspended until the hearing is held. Charges are special assessments and shall be collectible as such; and

**WHEREAS**, Virginia Condominium Act § 55.1-1915A provides that every unit owner, and all those entitled to occupy a unit shall comply with all lawful provisions of this chapter and all provisions of the condominium instruments. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available

at law or in equity, maintainable by the unit owners' association or by its executive board or any managing agent on behalf of such association; and

**WHEREAS**, Virginia Condominium Act § 55.1-1959A provides that the unit owners' association shall have the power, to the extent the condominium instruments or the condominium's rules and regulations expressly provide, to assess charges against any unit owner for any violation of the condominium instruments or of the rules or regulations promulgated pursuant thereto for which such unit owner or his family members, tenants, guests, or other invitees are responsible; and

**WHEREAS**, Virginia Condominium Act § 55.1-1959B provides that before any action authorized in this section is taken, the unit owner shall be given a reasonable opportunity to correct the alleged violation after written notice of the alleged violation to the unit owner at the address of their respective units, unless the unit owner has provided an address other than the address of the unit and if the violation remains uncorrected, the unit owner shall be given an opportunity to be heard and to be represented by counsel before the executive board or such other tribunal as the condominium instruments or its adopted rules and regulations specify; and

**WHEREAS**, Virginia Condominium Act § 55.1-1959B provides that notice of such hearing, including the actions that may be taken by the unit owners' association in accordance with this section, shall, at least 14 days in advance, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such unit owner at the address of their respective units, unless the unit owner has provided an address other than the address of the unit. Within seven (7) days of the hearing, the hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to such unit owner at the address of their respective units, unless the unit owner has provided an address other than the address of the unit; and

**WHEREAS**, Virginia Condominium Act § 55.1-1959C provides that the amount of any charges assessed shall not exceed \$50 for a single offense, or \$10 per diem for any offense of a continuing nature, and shall be treated as an assessment against such unit owner's condominium unit. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days; and

**WHEREAS**, Virginia Condominium Act § 55.1-1959D provides that the unit owners' association may file or defend legal action in general district or circuit court that seeks relief, including injunctive relief, arising from any violation of the condominium instruments or the condominium's adopted rules and regulations; and

**WHEREAS**, Virginia Condominium Act § 55.1-1966A provides that the unit owners' association shall have a lien on each condominium unit for unpaid assessments levied against that condominium unit in accordance with the provisions of this chapter and all lawful provisions of the condominium instruments.

**WHEREAS**, Owners have expressed a desire for floor alterations; and

**WHEREAS**, the Board of Directors deems it to be in the best interest of the Association to implement rules and regulations regarding the alteration of unit flooring.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors unanimously voted to approve and adopt the following Resolution regarding the alteration of unit flooring:

**I. Alteration of Flooring**

Unit Owners are permitted to alter and install flooring to laminated or hardwood floors providing the following conditions are met:

- a. Unit owner must request, submit, and receive approval of an Application for Modification.
- b. Underlayment (padding) must be used and must meet or exceed an STC rating of 65 or greater if being installed in units located over other units.
- c. Sufficient carpeting or rugs must be maintained on a minimum of eighty percent (80%) of the floor surfaces (except foyers, kitchens, closets and bathrooms) in units located over other units.
- d. Rugs, runners, or such, will be placed in high traffic areas, or additional areas as needed, to additionally reduce sound transfer to units below.

**II. Notice of Violation**

1. Before any action is taken by the Association, any Unit Owner alleged to have violated any requirement of this resolution shall be given a reasonable opportunity to correct the alleged violation after receiving written notification of such.
2. The written notice of violation shall be sent, by hand delivery or by registered or certified United States mail, return receipt requested, to the address the Owner has provided to the Association or at the Unit address if no other address has been provided by the Owner to the Association.

**III. Notice of Hearing**

1. If an alleged violation remains uncorrected after a reasonable opportunity to correct has been offered, the Owner shall be sent, by hand delivery or by registered or certified United States mail, return receipt requested, a written notice of hearing at the address the Owner has provided to the Association or at the Unit address if no other address has been provided by the Owner to the Association.
2. The notice of hearing shall include the actions that may be taken by the Association in accordance with Virginia Condominium Act § 55.1-1959, including the assessment of charges, injunctive relief, imposing sanctions as applicable to state or local statutes and the Association's governing documents including requesting the Court to order the Unit Owner to abate or remedy the violation.
3. Notice of hearing shall include that the Unit Owner may choose, at his or her sole expense, to be represented by counsel at the scheduled hearing.
4. The notice of hearing shall be hand delivered or mailed, by registered or certified United States mail, return receipt requested, a written notice of hearing at the

address the Owner has provided to the Association or at the Unit address if no other address has been provided by the Owner to the Association, at least 14 days in advance of the scheduled hearing.

5. Within seven days of the hearing, the hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the owner at the address the owner has provided to the Association or at the Unit address if no other address has been provided by the Owner to the Association.

**IV. Assessment of Charges**

Any charges assessed against a Unit Owner for a violation of this resolution shall be treated as an assessment against such Owner's Unit for the purpose of filing a lien under Virginia Condominium Act § 55.1-1966 and shall also be the personal obligation of the Owner.

**V. Other Remedies Available to the Association**

By adopting this Resolution, the Association will not be deemed to have waived any other rights or remedies it has under the governing documents including, but not limited to administrative fees, or its rights and remedies under the Virginia Condominium Act, § 55.1-1900 *et seq.*

**BE IT FURTHER RESOLVED THAT** all prior Resolutions, Rules, and/or Regulations regarding the installation, placement, and/or enforcement of alternate flooring alterations are null, void, and superseded by this Resolution.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be sent to all Unit Owners at their last known address as reflected in the Association's books and records or to such other address as the Unit Owner designated in writing and filed with the Secretary.

**NOW THEREFORE**, the Board of Directors has voted by unanimous consent to approve and adopt this Resolution regarding the installation, placement, and/or enforcement of alternate flooring.

This resolution was adopted by the board of directors on the 29th day of March, 2023 and shall be effective on the 29th day of March, 2023.

**HIGHPOINTE AT RIPPON LANDING  
CONDOMINIUM UNIT OWNERS ASSOCIATION**

By: Maurice Rabin  
President